



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 16, 2007

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGRICULTURAL COMMISSIONER/DIRECTOR OF WEIGHTS AND
MEASURES: APPROVAL OF COOPERATIVE AGREEMENT #07-0354 WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO
PROVIDE FOR THE DETECTION OF MEDITERRANEAN, ORIENTAL,
MEXICAN FRUIT FLIES, AND OTHER EXOTIC PESTS IN LOS ANGELES
COUNTY AND THE GLASSY-WINGED SHARPSHOOTER/PIERCE'S
DISEASE CONTROL PROGRAM
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures, on behalf of the Chairman, to sign the attached agreement in the amount of \$5,184,671 with the California Department of Food and Agriculture (CDFA) effective July 1, 2007 through June 30, 2008.
 - a. To continue the detection of fruit flies and other exotic pests.
 - b. To continue the Glassy-winged Sharpshooter/Pierce's Disease (GWSS/PD) Control Program.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above actions is to enable the Department of Agricultural Commissioner/Weights and Measures (ACWM) to: 1) continue maintaining a critical insect trapping program to place, service, and relocate 26,751 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County (County); and 2) survey, inspect, and/or treat to prevent the artificial spread of Pierce's Disease through the movement of glassy-winged sharpshooter (GWSS), the vector of the disease.

The County is unique due to its large size and vast amount of agricultural commodities imported and exported. Its international airport may provide entry of exotic pests from foreign countries. Additionally, the mild climate and mobile human population greatly increase the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays an important role in the immediate response to eradicate the pests before it spreads, becomes established, and damages local and statewide agriculture.

The GWSS/PD Control Program will provide inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The Program provides for the inspection of all nursery stock destined for regulating counties. In addition, wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

The emergency nature and the timeliness of response to certain insect finds may require the Agricultural Commissioner/Director of Weights and Measures to sign and execute amendments to fund additional work that may be required for the programs described in this agreement. Therefore, we request the Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Implementation of Strategic Plan Goals

This agreement supports the Countywide Strategic Plan Goal 3: Organizational Effectiveness. Service is enhanced to the County's residents through locally administered programs as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$5,184,671 for direct and indirect expenses to the County. The total contractual amount will be broken down between the two programs as follows:

Glassy-winged Sharpshooter/Pierce's Disease Control Program \$1,187,493.00

Exotic Pest Detection Program \$3,997,178.00

The total cost of the GWSS/PD program is \$1,460,493 of which \$273,000 is net County Cost (NCC).

The total cost of the Exotic Pest Detection Program is \$4,470,584 of which \$473,406 is NCC. The remaining costs are due to the State's limitations on cost recovery for overhead expenses. Funding is included in the Department's fiscal year (FY) FY 2007-08 Adopted Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

This contract is for the period July 1, 2007 through June 30, 2008.

Assembly Bill 1896 was signed into law September 21, 2004, requiring the appointment of additional Agricultural Inspector Aids from temporary to permanent status in fiscal years 2004-05 and 2005-06. The consolidation of these two programs into one contract enables ACWM to meet the required percentage of permanent employees as specified in Section 486 of the Agriculture Code of California. The funding provided by this contract will cover this cost, as reflected in the Department's FY 2007-08 Adopted Budget.

The contract has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES

The recommended Board action will support the programs services for the entire 2007-08 fiscal year.

The Honorable Board of Supervisors
October 16, 2007
Page 4

CONCLUSION

Upon approval, it is requested the Executive Office/Clerk of the Board return to the Department the Standard Agreement #07-0354 and the minute order authorizing the Agricultural Commissioner/Director of Weights and Measures to sign. The Department will forward copies of the documents to the CDFA contracts office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

William T Fujioka
Chief Executive Officer

WTF:SRH:RDC
KEF:RKI:yjf

Attachment

c: Executive Office/Clerk of the Board
County Counsel

GWSS Control Program.bl

AGREEMENT NUMBER

07-0354

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF LOS ANGELES

2. The term of this

Agreement is: July 1, 2007 Through June 30, 2008

3. The maximum amount \$5,184,671.00

of this Agreement is: Five Million One Hundred Eighty-four Thousand Six Hundred Seventy-one Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

1 Page(s)

Attachment 1 - Pierce's Disease Control Program- 14 pages

Attachment 2 - Pest Detection Emergency Projects - 6 pages

Exhibit B – Budget Detail and Payment Provision

2 Page(s)

Exhibit C – General Terms and Conditions - GTC 307

3 Pages

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions
(Attached hereto as part of this Agreement)

☐ Exhibit D*-Special Terms and Conditions

APPROVED AS TO FORM
RAYMOND G FORTNER, JR., County Counsel
1 Page(s)

By Maryah U. Deputy

5. Name of Program: Pierce's Disease Control Program and Pest Detection Emergency Projects Work

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF LOS ANGELES

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

123 Lower Azusa Road
Arcadia, CA 91005

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

AGREEMENT NUMBER

07-0354

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1 Page(s)

By Maryah U

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CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF LOS ANGELES

BY (Authorized Signature)

DATE SIGNED)

—

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

123 Lower Azusa Road
Arcadia, CA 91005

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

—

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, ACQUISITIONS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County shall provide services for the Pierce's Disease Control Program and the Pest Detection Emergency Projects Program. The County agrees to provide the California Department of Food and Agriculture (CDFA) services for the survey, inspection, and/or treatment of the glassy-winged sharpshooter and for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and the economy of California in accordance with the Scope of Work and the County Workplans.

AB 1896 is hereby incorporated by reference, and a Contractor's failure to comply shall be deemed a failure of consideration.

2. The contract managers for this Agreement are:

FOR THE COUNTY

Name:	Kurt Floren
Section/Unit:	Agricultural Commissioner
Address:	123 Lower Azusa Road
City/Zip:	Arcadia, CA 91005
Phone:	626/ 575-5451

FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

PIERCE'S DISEASE PROGRAM		PEST DETECTION EMERGENCY PROJECTS	
Name:	Kari Marrow	Name:	Joan Scheiman
Section/Unit:	Pierce's Disease Program Room 325	Section/Unit:	Pest Detection Emergency Projects Room A-330
Phone:	(916) 651-0271	Phone:	(916) 654-0555
Email:	kmorrow@cdfa.ca.gov	Email:	jscheiman@cdfa.ca.gov

THE DEPARTMENT OF FOOD AND AGRICULTURE	
Address:	1220 N Street
City/Zip:	Sacramento, CA 95814

The County will be reimbursed for the following programs.

PIERCE'S DISEASE CONTROL – \$1,187,493.00

PEST DETECTION EMERGENCY PROJECTS - \$3,997,178.00

TOTAL FOR BOTH PROGRAMS - \$5,184,671.00

3. See Attachments to this Scope of Work for a detailed description of work to be performed and duties of all parties.

**County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures**

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN

LOS ANGELES COUNTY

Table of Contents

Item	Page
A. Minute Order (or Board Resolution) of Board of Supervisors Designating Local Public Entity Pursuant to Food and Agricultural Code Section 6046(f)	2
B. Local Public Entity's Designated Pierce's Disease Control Program Coordinator and Contact Information	3
C. Response/Control Program for Pierce's Disease and Its Vectors	4
C-1. Regulation of Commodity Movement	5
D. Survey Plan	6
E. Enforcement Options and Authorities	7-9
F. Standards and Restrictions	10
G. Workplan Assurances	11
H. Budget	12
I. Local Appeal Process	13
J. Environmental Compliance	14

PIERCE'S DISEASE CONTROL PROGRAM

**MINUTE ORDER OF BOARD OF SUPERVISORS DESIGNATING LOCAL
PUBLIC ENTITY PURSUANT TO FOOD AND AGRICULTURAL CODE
SECTION 6046(f)**

[Place copy of Minute Order or Board Resolution here]

RECOMMENDED LANGUAGE: The Board of Supervisors of the County Los Angeles, State of California, does hereby designate the Los Angeles County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors.

NOTE: If the Minute Order or Board Resolution cannot be provided with the proposed workplan, include the following statement under Item A:

The Minute Order or Board Resolution will be returned to CDFA with the signed contract.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE
CONTROL PROGRAM COORDINATOR AND CONTACT
INFORMATION**

PRIMARY CONTACT:

Name: Warren Dias
Address: 11012 So.Garfield Ave #A, So.Gate, CA 90280
Phone Number: (562) 940-7803
Fax Number: (562)861-2828
E-Mail Address: Warren@acwm.co.la.ca.us

ALTERNATE CONTACT (IF APPLICABLE)

Name: Maximiliano (Max) Regis
Address: 11012 So.Garfield Ave #A, So.Gate, CA 90280
Phone Number: (562) 803-4032
Fax Number: (562)861-2828
E-Mail Address: MaxR@acwm.co.la.ca.us

**PIERCE'S DISEASE CONTROL PROGRAM
RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS
VECTORS**

Los Angeles COUNTY

March 1, 2007

Objective

To know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS.

RESPONSIBILITIES

Lead Agency

The Los Angeles County Department of Agriculture /Weight and Measures (LACACWM) is the lead agency and is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the LACACWM, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to Los Angeles County as favorable agents become available.

County Responsibilities

- Act as lead agency for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Certifying regulated commodities destined to noninfested areas of the state.

ELEMENTS

Public Outreach

The LACACWM will act as lead spokesperson for the PDCP activities within the County. The LACACWM, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Los Angeles County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if they wish to deviate from the protocols.

PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

Due to Los Angeles County being generally infested, no general county survey plan will be conducted. Nurseries in Los Angeles County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, or areas under active control, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations [CCR]. These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation [Sections 5310 and 5311, FAC].
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation [Section 5028(c), FAC].
- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].
- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.
- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture (LACACWM) and the Los Angeles County PDCP Task Force find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the LACACWM will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

The County of Los Angeles is generally-infested and we do not anticipate conducting any rapid response activities.

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The LACACWM'S planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors and workplan involvement through direct mailing, local media, and press releases.
2. The LACACWM'S training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
3. The LACACWM plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors in a manner respectful of property and other rights of those affected.
4. The LACACWM will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

LOS ANGELES COUNTY GLASSY WINGED SHARPSHOOTER CONTRACT
COST ANALYSIS FISCAL YEAR 2007/2008

POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	BENEFITS %	O/H %	SALARY	BENEFITS	OVERHEAD	TOTALS
INSPECTOR AIDS (C)	10	7.7	16000	\$ 13.156	22.89%	25.00%	\$210,496.00	\$48,182.53	\$64,669.63	\$323,348.16
SENIOR BIOLOGIST	0	0.2	352	\$ 38.784	53.50%	25.00%	\$13,651.97	\$7,303.80	\$5,238.94	\$26,194.71
ACWM INSP II	8	5.0	8810	\$ 29.353	53.50%	25.00%	\$258,599.93	\$138,350.96	\$99,237.72	\$496,188.61
ACWM DEPUTY/SEALER	0.5	0.5	881	\$ 44.413	53.50%	25.00%	\$39,127.85	\$20,933.40	\$15,015.31	\$75,076.56
ACWM INSP III	1	1.0	1762	\$ 32.717	53.50%	25.00%	\$57,647.35	\$30,841.33	\$22,122.17	\$110,610.85
INTERMEDIATE TYPIST CLERK	1	1.0	1762	\$ 17.543	53.50%	25.00%	\$30,910.77	\$16,537.26	\$11,862.01	\$59,310.04
TOTALS SAL AND E.B.	20.5	15.4	29567				\$610,433.87	\$262,149.30	\$218,145.79	\$1,090,728.93
VEHICLE DEPRECIATION										\$0.00
SERVS AND SUPPLIES										\$2,912.85
MILEAGE - COUNTY			272033	0.34						\$92,491.22
MILEAGE - PERMITTEE			4000	0.34						\$1,360.00
GRAND TOTALS								TOTAL EXPENSES		\$1,187,493.00
CONTRACT AMOUNT								CDFA PAYMENTS		\$1,187,493.00
DEFICIT AMOUNT								DEFICIT		\$0.00

NOTE: REFLECTS INCREASED COLA OF 3%.

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1762

NOTE: TEMPORARY PRODUCTIVE WORK HOURS @ 2088

NOTE: TOTALS DO NOT REFLECT TRUE COSTS INCLUDING ACTUAL OH AND S & S

NOTE: L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF THE AGREEMENT FOR THE CONTRACT AMOUNT

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Los Angeles County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

PIERCE'S DISEASE CONTROL PROGRAM ENVIRONMENTAL COMPLIANCE

A Final Environmental Impact Report¹ (Final EIR) has been prepared and certified for the Pierce's Disease Control Program. This document was prepared to describe and evaluate the potential environmental effects associated with Pierce's Disease Control Program activities, including those conducted by the designated local public entities (counties) under their approved workplans. A court ruling filed December 29, 2005 requires vacating of the certification of the EIR and preparation of additional environmental documents. However, at this time no additional environmental review or documents need be prepared by the counties unless substantial variations are being proposed in the county workplan that would result in new significant environmental effects or a substantial increase in the severity of any previously identified effects.

I have reviewed the county workplan with respect to the Final EIR for the Pierce's Disease Control Program and have determined that:

 X The activities included in the county workplan are sufficiently considered in the Final EIR, and no additional environmental review or documents are needed.

 The activities included in the county workplan are not sufficiently considered in the Final EIR, and additional environmental review or documents are needed.

¹ State Clearinghouse number 2001032084; certified and filed May 28, 2003.

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

2. Services shall be performed in and throughout the **COUNTY OF LOS ANGELES**
3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Joan Scheiman	Name: Kurt Floren
Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room A-330 Sacramento, CA 95814	Address: 12300 Lower Azusa Road Arcadia, CA 91005
Phone: 916-654-1211	Phone: 626-575-5451
Fax: 916-654-0555	Fax: 626-350-3242

4. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

SCOPE OF WORK (#9)

**CONTRACT SPECIFICATIONS FOR STATE-COUNTY
INSECT PEST DETECTION TRAPPING**

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

- A. Provide all traps, trap parts, and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY-Commitment Form, which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide.
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Receive from the county the Dibrom treated wicks used in trapping.

Section 2

The County Agricultural Commissioner shall:

- A. Place and service the minimum number of each trap type specified on the Commitment Form. Unless instructed otherwise by CDFA, trap densities, trapping periods, and servicing schedules shall conform to those specified in the CDFA Insect Trapping Guide under "Definitions" for individual county situations. Unless instructed otherwise by CDFA, ensure that all trapping procedures and protocols adhere to those outlined in the Insect Trapping Guide. A copy of the Insect Trapping Guide shall be kept in the trapper's vehicle for reference.
- B. Ensure that all deployed traps (except McPhails) are numbered and that at each servicing they are dated. Indicate the rebating schedule on them also. Trapping activities, including seasonal hiring and training (see trapping activities defined under "Definitions" in the Insect Trapping Guide) will start on the dates shown below. Traps will be removed on their final servicing prior to the end of the season, but not later than the dates shown below.

- C. * Ensure that Medfly, Oriental fruit fly and melon fruit fly traps are serviced every 14 days; July 1, 2007, to June 30, 2008.
- Medfly traps in rural areas will be serviced once each month and relocated at that time.
- D. Ensure that McPhail traps are serviced every seven days; July 1, 2007, to June 30, 2008.
- E. Ensure that Medfly traps piggybacked with McPhail traps outside of a PRP area are serviced every seven days; July 1, 2007, to June 30, 2008.
- F. * Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days; July 1, 2007, to August 30, 2007, and June 1, 2008, to June 30, 2008, or as determined by the CDFA District Entomologist. Gypsy moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.
- G. Send trapping personnel to training provided by state detection entomologists.
- H. Make a monthly report to the State on Form 66-035 (Rev. 6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed and the total number of servicings during the month. Do not count trap relocations as "removed" and then "added". A servicing is an inspection of the trap for the presence of the target pest. **THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.**
- I. Provide one set of trapping records for all traps. This set, in the form of a "trap book," will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.
- J. Maintain county wall maps with numbered square-miles grids, depicting density of all traps deployed.
- K. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines including any specified county commitment trap lines.
- L. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- M. Maintain an inventory of known fruit fly host sites. The inventory shall be organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.

- N. Maintain on a daily basis a form 60-210 (Daily Trapping Summary) for each trapper. This form will be made available to the district entomologist for review for an 18-month period. To facilitate program audits, the Daily Trapping Summary – whether completed daily, weekly or monthly - must be signed by the individual who performed the work indicated on that summary. This applies to hand completed or electronic summaries.
- O. Submit a completed form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the Standard Trap Servicing per season form.
- P. Those counties generating Dibrom treated wicks (Oriental fruit fly and Melon fruit fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency.

* The trapping period in portions of mountainous or northern counties may differ from that stated by prior agreement with the California Department of Food and Agriculture.

LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
PEST DETECTION TRAPPING BUDGET
FY 2007-08

rev. 05/03/07

Agreement No. 070354
Exhibit A
Attachment 2
Page 5 of 6

A. PERSONNEL

CLASSIFICATIONS	POSITIONS	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1INSPECTOR AIDS (C)	3.6	8.0	939.6	7517
2INSPECTOR AIDS (A)	60	8.0	13215.0	105720
3ACWM INSP II	1	8.0	220.3	1762
4ACWM DEPUTY/SEALER	1	8.0	220.3	1762
5ACWM INSP III	5	8.0	1101.3	8810
6ACCOUNTING TECH 1	0.085	8.0	18.8	150
7INTERMEDIATE TYPIST CLERK	0.5	8.0	110.1	881
TOTALS	71.185		15825.25	126602

1. SALARIES

	POSITIONS	HOURLY RATE with out Benefits	HOURS	SALARY
INSPECTOR AIDS (C)	3.6	\$13.29	7,517.00	\$99,901.00
INSPECTOR AIDS (A)	60	\$17.59	105,720.00	\$1,859,615.00
ACWM INSP II	1	\$30.61	1,762.00	\$53,935.00
ACWM DEPUTY/SEALER	1	\$46.32	1,762.00	\$81,616.00
ACWM INSP III	5	\$34.13	8,810.00	\$300,685.00
ACCOUNTING TECH 1	0.085	\$21.31	150.00	\$3,197.00
INTERMEDIATE TYPIST CLERK	0.5	\$18.78	881.00	\$16,545.00
TOTALS	71.185		119,085.00	

SUBTOTAL: \$2,415,494.00

2. STAFF BENEFITS AND OVERHEAD

	BENEFIT RATE %	SALARY	BENEFIT COST
1INSPECTOR AIDS (C)	22.5400%	\$99,901.00	\$22,518.00
2INSPECTOR AIDS (A)	53.9500%	\$1,859,615.00	\$1,003,262.00
3ACWM INSP II	53.9500%	\$53,935.00	\$29,098.00
4ACWM DEPUTY/SEALER	53.9500%	\$81,616.00	\$44,032.00
5ACWM INSP III	53.9500%	\$300,685.00	\$162,220.00
6ACCOUNTING TECH 1	53.9500%	\$3,197.00	\$1,725.00
7INTERMEDIATE TYPIST CLERK	53.9500%	\$16,545.00	\$8,926.00
TOTALS		\$2,415,494.00	

SUBTOTAL: \$1,271,781.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00% Overhead (Not to exceed 25%)	\$2,415,494.00	\$1,271,781.00	\$921,819.00

PERSONNEL COST TOTAL : \$4,609,094.00

B. SUPPLIES (Trapping poles, office supplies, etc.)

\$16,000.00

C. VEHICLE OPERATION

COUNTY VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
85		12	566	\$0.485	\$280,000.20
STATE VEHICLES		NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
		0	0	\$0.285	\$0.00
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	0	\$0.285	\$0.00
VEHICLE COST TOTAL:					\$280,000.20

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

GRAND TOTAL PROGRAM COST*: \$4,905,094.20

TOTAL CONTRACT AMOUNT (per CDFA): \$3,997,178.00

*Any variances are due to rounding to the whole dollar.

COMMENTS:

L.A. COUNTY ACWM AGREES TO FULLY PERFORM THE TERMS OF THE AGREEMENT FOR THE CONTRACT AMOUNT.
THE WORKPLAN INCLUDES THE FOLLOWI

gm

PEST DETECTION/EMERGENCY PROJECTS

FY 2007 / 2008 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Kurt Floren	COUNTY Los Angeles
DETECTION SPECIALIST Juan Mercogliano	DATE 5/31/2007

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	5010	/ 5010	5010	/ 5010
McPHAIL TRAP	MP	0	/ 0	4973	/ 4973	4973	/ 4973
CHAMP TRAP - Garden	CP	0	/ 0	23	/ 23	23	/ 23
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	4994	/ 4994	4994	/ 4994
JACKSON TRAP - MELON FLY	ML	0	/ 0	4994	/ 4994	4994	/ 4994
GYPSY MOTH	GM	0		3700		3700	
JAPANESE BEETLE	JB	480		2600		3080	
MISCELLANEOUS:							
Apple Maggot		0		0		0	
Boll Weevil		0		0		0	
European Corn Borer		0		0		0	
European Pine Shoot Moth		0		0		0	
Khapra Beetle		0		0		0	
Scientific Evaluation - citrus		0		0		0	
Scientific Evaluation - grapes		0		0		0	
		0		0		0	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

Funding for this agreement is allocated for the following:

Pierce's Disease Control	\$1,187,493.00
Pest Detection Emergency Projects	\$3,997,178.00

Total amount of this agreement is: \$5,184,671.00

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:

<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:

http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
 2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.